

THE CITY OF NEW YORK

DEPARTMENT OF HEALTH AND MENTAL HYGIENE

Michael R. Bloomberg
Mayor

Thomas R. Frieden, M.D., M.P.H.
Commissioner

nyc.gov/health

EXAMPLE 1

TO: X
DIIT - Data Management Group
New York City Board of Education

FROM: Melanie Besculides, DrPH, MPH
Research Scientist
Bureau of Communicable Disease
New York City Department of Health and Mental Hygiene

RE: School Absenteeism Data

DATE: December 5, 2002

Dear X,

Thank you for sending the PAR Users Manual and PDF files we discussed in our call on Tuesday. In looking through the information it would be most helpful to us to have the number of students absent by grade, date, district, and school, instead of a percent. Also, the number of total students in each grade by date, district, and school. Attached is an example of the type of information that would be most useful. The document was created in Excel but the simplest file type for us to work with is a flat ASCII text file with no column or row headings. Any file format that works for you and your colleagues would be fine as long as we are provided with the data structure/layout.

To recap, the primary purpose of our syndromic surveillance systems is to monitor trends in non-specific symptoms of illness at the community level for early detection of disease outbreaks, when intervention efforts are likely to be most effective in minimizing the threat to public health. One such system is our Emergency Department Surveillance System in which participating emergency departments transmit daily electronic files to us. Data include the date and time of visit, patient's age, gender, home zip code, and chief complaint. A computer algorithm categorizes the free-text chief complaint field into syndromes of interest (e.g., respiratory, fever, diarrhea, and vomiting). Daily analyses examine syndrome-age categories for temporal and spatial clustering. A daily report is distributed to regional health and emergency response authorities. An example of a recent daily report is attached.

As discussed, we would like to evaluate the utility of school absenteeism data for detecting community-wide illness in children and compare it to our other data systems. One year of school absenteeism data, from September 2001 through June 2002, would accomplish this. If this analysis proves fruitful we would then like to discuss with you the practicality of requesting daily files in real time. Please review the Excel table at your earliest convenience and contact me with any questions or concerns that you may have. I look forward to collaborating with you in the future and am available to meet with you in person if you would like.

Sincerely,

Melanie Besculides, DrPH, MPH
212-788-9699

EXAMPLE 2

Dear [CEO or ED Director](#),

I am writing to invite you to participate in the New York City Department of Health and Mental Hygiene's (DOHMH) Emergency Department Syndromic Surveillance system. In collaboration with many New York City hospitals, the DOHMH conducts emergency department surveillance to monitor trends in disease syndromes for timely detection of outbreaks that may be due to either natural epidemics or the intentional release of a biologic agent. Currently, 41 emergency departments throughout New York City participate. Given the citywide participation in this system, we are able to look for regional patterns that might not be obvious at any one facility. Early detection could prompt public health interventions such as patient and provider education and antibiotic or vaccine prophylaxis.

Emergency Department Surveillance Operations: Participating emergency departments transmit electronic files daily. Data include the date and time of visit, patient's age, gender, home zip code, and chief complaint. Emergency departments do not transmit patient name, date of birth, home address or social security number. A computer algorithm categorizes the free-text chief complaint field into syndromes of interest (e.g., respiratory, fever, diarrhea, and vomiting). Daily analyses examine syndrome-age categories for temporal and spatial clustering. A daily report is distributed to regional health and emergency response authorities, and is available to hospital staff who wish to receive it. An example of a recent daily report is attached.

Transfer of Emergency Department Data: The DOHMH currently has the ability to accept data by email, standard FTP (file transfer protocol), secure FTP (sFTP), and Secure Socket Layer (SSL). We encourage automated, secure transmission using one of these methods. Richard Heffernan, MPH, Data Unit Director, (email: rheffern@health.nyc.gov or telephone: (212) 788-5391) or one of his staff will work with the hospital's Information Systems staff to identify an acceptable transmission method.

Cluster Follow-up: When the daily analysis reveals unusually elevated visit rates for a particular syndrome, DOHMH staff may contact hospital personnel to determine if the "cluster signal" is due to a spurious increase in unrelated cases, a naturally occurring outbreak or an intentional release of an infectious agent. This may include requesting the current day's emergency department logs; consulting with Emergency Department, Intensive Care Unit, and Infection Control staff; reviewing charts; and, rarely and after consultation with hospital personnel, contacting patients directly. Emergency Department physicians might also be asked to lower their threshold for diagnostic testing (with, for example, blood cultures, chest radiographs and/or rapid influenza testing) on patients presenting with mild illness to allow more timely diagnosis in the event of an outbreak.

Confidentiality of Data: The electronic data received from the Emergency Department triage logs do not contain patient identifiers, such as patient name, address or telephone numbers. Nevertheless, because this information is being collected under the authority of the State Sanitary Code, section 2.16, and of the City Health Code, section 11.03(b), it is kept in a strictly confidential manner pursuant to City Health Code section 11.07. Please refer to the attached letter on Health Insurance Portability and Accountability Act (HIPAA) regulations for further information.

Emergency Department surveillance complements but cannot replace astute health-care providers in hospitals and in the community, who are frequently the first to report the occurrence of worrisome or severe cases of illness. Separate and apart from your cooperation in the syndromic surveillance system, we encourage you to ensure that all clinical staff at your institution report notifiable diseases to us as well as any unusual disease manifestations or clusters in accordance with applicable provisions of law. The longstanding relationship between the DOHMH and the health-care community remains critically important to our efforts to recognize and respond to disease outbreaks in New York City. We thank you for your consideration of this essential component of the City's disease surveillance activities and hope that you will support your hospital's participation in this effort.

Sincerely,

Marcelle Layton, MD
Marcelle Layton, MD
Assistant Commissioner
Bureau of Communicable Disease

Don Weiss, MD
Don Weiss, MD
Director of Surveillance
Bureau of Communicable Disease

EXAMPLE 3

Memorandum of Agreement with between the New York City Fire Department (FDNY) and the New York City Department of Health (NYC DOH) for the DOH to use ambulance call data. The letter was sent by the FDNY to the NYC DOH.

Dr. X
New York City Department of Health
Bureau of Communicable Disease
125 Worth Street, Room 300, CN22A
New York, NY 10013

Dear Dr. X

Attached is a summary of the agreement reached at our August 28th meeting and in subsequent conversations. This will serve as the basis for our working arrangement.

The next step will be for you to contact X here at FDNY at _____, to work on the technical aspects of the data transmission.

Please keep me apprised of your progress with the markers and the analysis and call me if you have any questions.

Sincerely,

X
Assistant Commissioner
for Emergency Medicine

FDNY – NYCDOH
HEALTH STATUS SURVEILLANCE DATA PROJECT

Meeting of August 28, 2000
FDNY- *names of those present*
DOH- *names of those present*

The meeting finalized an agreement of NYC – DOH’s use of FDNY Ambulance Call data for surveillance of health issues and development of flags to serve as an alert or warning of specific conditions.

Project Phases:

- I. Surveillance – using data to identify a health issue.
- II. Investigation – site-specific follow-up after surveillance identifies a potential issue.

The data needed for each phase differ from clustered call types for surveillance data to address/location specific information for the investigation.

Data Requirements:

Phase I – Surveillance

See Attachment I for call types needed and fields per incident record.

Phase II- Investigation

See Attachment I for call and address specific identification for locations identified as a potential health issue.

Data Transmission from FDNY to DOH

- Initially daily file transmission (manually sent), preferably by e-mail, to DOH. File contains past days call types.
- Future, automatic electronic transmission of a file to DOH on a periodic basis (batch at 1, 4 or ? hours).
- A meeting will be established between DOH and FDNY IT to develop data transmission.

Information returns to FDNY and OEM

- Daily health indexes faxed to FDNY Administration, Operations and Dispatch.
- Eventually, e-mail transmission of indexes and alerts.

Confidentiality

The data are provided by FDNY exclusively to NYC DOH for surveillance investigation. NYC DOH maintains and uses data within all data confidentiality requirements. Data are not to be provided to any other agency without express permission of FDNY.

Historical Data

A historical data file will be provided from the data warehouse for '99 and 2000 for the call types listed. As additional years are added to the data warehouse, similar files will be provided to DOH.

Data for Surveillance

Call Types:

Segment 1 – ARREST

Segment 2 – UNC, ANAPH, STATEP, DIFFBR, ASTHMA

Segment 3 – INBLED, CARD, RESPIR

Segment 4 – ALTMEN, CVA, DRUG, HEAT, SICPED

Segment 5 – ABDPN, INHALE

Segment 6 – SEIZR, SICK

Segment 7 – SICMIN, DOA

Segment 9 – DDOA

Fields Per Record:

Date

Time of Call

CAD Number

Initial Call Type

Final Call Type

EMS Atom (include zip code and precinct/sector)

*Ambulance Unit No. (include all per incident)

*Unit Disposition

*Hospital Destination

Incident Disposition

File will also include incidents and total transports for date.

Additional Data for Investigation:

Requested from FDNY upon identification of a specific health issue. Need to determine how to request data queries, from whom and how to transmit to whom.

Additional Fields for Investigation:

- Location Address
- Crew Identification
- Incident History

EXAMPLE 4

LETTER OF AGREEMENT
between the
NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE
and
XXXXX.

XXXXX. (“XXXXX”) hereby agrees to provide the New York City Department of Health and Mental Hygiene (the “Department”) the drug sale monitoring information (the “Information”) set forth in Attachment 1 hereof, to assist in the Department’s disease surveillance and epidemiologic investigation efforts. The drug sale monitoring program will play a critical role in the development of an early warning system for certain disease outbreaks and the Department’s ability to protect the public health by monitoring health trends, providing early indication of an outbreak of certain diseases and determining the location of such outbreak.

XXXXX agrees to provide the information set forth in Attachment I on a daily basis, in an electronic format acceptable to XXXXX and the Department. The Department reserves the right to request additional drugs or pharmacy items as may be necessary to meet health surveillance needs and this agreement is subject to the following terms and conditions:

1. All Information provided pursuant to this Agreement by XXXXX to the Department shall be deemed confidential and a trade secret.
2. The Department agrees to treat such Information disclosed to it by XXXXX in a manner consistent with the confidentiality and disclosure provisions set forth in Section 11.07 of the New York City Health Code to the extent that Section 11.07 is applicable to the Information, and agrees that it shall use such Information for the sole purpose of the aforementioned disease surveillance and outbreak detection efforts of the Department.
3. The Department agrees not to disclose such Information to any other person, partnership, government agency, entity or corporation; however, summaries of the statistical analyses performed with such Information may be shared with a) other governmental agencies that collaborate with the Department’s surveillance and emergency preparedness activities, and b) Aggregate data may be shared with authorized agents to further the development of statistical analysis techniques that improve the Department’s disease surveillance and outbreak detection capabilities.
4. The Department agrees to provide XXXXX with summaries of the statistical analyses performed with such Information, and that may be shared with other governmental agencies that collaborate with the Department’s surveillance and emergency preparedness activities. It is understood that at some future time, other pharmacy corporations may participate in the Department’s surveillance activities. It is further understood that should that occur, the statistical analyses would be performed on the aggregate data collected from all of these sources, and that all pharmacy corporations would be equally provided with summaries of the statistical analyses performed with these aggregate data.
5. The Information provided hereunder shall not be subject to inspection by persons other than authorized personnel of the Department. Under no circumstances shall the Information be made available within the Department to an extent greater than reasonably necessary for the purpose of conducting its disease surveillance and outbreak detection.
6. The Department agrees and acknowledges that the Information furnished hereunder are deemed trade secrets of XXXXX and are being produced for the express limited purpose of the Department’s disease surveillance, epidemiologic investigations and protection of public health activities.
7. Notwithstanding the above conditions, if in performing its surveillance, the Department observes a significant increase in sales of certain medications (indicating a possible outbreak) authorized personnel of the Department may furnish appropriate information to any City, State or federal governmental agency to the extent necessary to conduct an epidemiologic investigation and to protect the public health. Any person or agency to whom such Information is furnished or to whom access to the Information has been given, shall not divulge any part of the Information to any person or agency except insofar as such disclosure is necessary for the protection of the public health.
8. Notwithstanding the above conditions, XXXXX recognizes and agrees that any analysis by the Department of the Information provided by XXXXX hereunder, shall be the property of the Department and shall not be subject to the restrictions set forth herein. Nevertheless, the Department represents that such analysis will not identify XXXXX by name as the source of any or all of the underlying raw data.

9. In the event that the Department is required by subpoena, civil investigation, demand, Freedom of Information request (New York State Public Officers Law, Article 6) or similar process to disclose any Information provided by XXXXX hereunder, the Department shall promptly notify XXXXX of such subpoena, demand, request or other process, so that an appropriate protective order may be sought. The Department shall exercise reasonable efforts to assist XXXXX in obtaining a protective order or other reliable assurance that confidential treatment will be accorded to such Information. In the absence of such protective order or assurance, the Department may disclose that portion of the Information subject to such subpoena, demand, request or process if in the opinion of the Department failure to do so would likely result in censure.

10. The Department agrees to indemnify, defend and hold XXXXX harmless in any and all actions commenced, instituted or filed against XXXXX, its officers, directors, employees and agents, directly resulting from or relating to this Agreement.

AGREED TO:

XXXXX.

**NEW YORK CITY DEPARTMENT OF HEALTH
AND MENTAL HYGIENE**

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Attachment 1

NYC Department of Health/XXXXX Pharmacy Surveillance System

I. Surveillance system items

The following categories of products will be targeted for capture by the pharmacy surveillance system:

PRESCRIPTION ITEMS

Adult and pediatric regimens of the following:

1. Anti-diarrheals
2. Antibiotics for community-acquired pneumonia
3. Antivirals for influenza
4. Asthma, COPD inhalers, and allergy medications
5. Tobacco cessation products

NON-PRESCRIPTION ITEMS

Adult and pediatric regimens of the following:

1. Cough suppressants
2. Antipyretics/analgesics
3. Decongestants
4. Antihistamines
5. Asthma inhalers
6. Combination cold/flu remedies
7. Anti-diarrheals, including oral rehydration solutions
8. Naturopathic cold remedies
9. Cigarette sales
10. Tobacco cessation products

II. Fields for each record

PRESCRIPTION ITEMS

1. NABP (store number)
2. Store ZIP Code
3. NDC item
4. Item description
5. Date of sale
6. Quantity
7. Patient's Year of Birth
8. Refill/ New prescription
9. Date prescription filled

NON-PRESCRIPTION ITEMS

1. NABP (store number)
2. Store ZIP Code
3. UPC number
4. Date of sale
5. Number of items sold
6. Number of items left in stock
7. Marker for promotion on each item
8. Department code
9. Subdepartment code
10. Promotion status of item on that day
11. Item description

III. Historical data

Historical sales data will be provided to the Department to allow development of predictive statistical models. For prescription sales, five years of historical data from January 1997 will be provided. For over-the-counter sales, approximately 1½ years of historical data from August 2000 will be provided.

EXAMPLE 5

Source: North Carolina Emergency Department Database (NCEDD) <http://www.ncedd.org/index.html> Click 'For Hospitals' then 'Memorandum of Participation'

Memorandum of Participation for NCEDD Participating Agencies

The North Carolina Emergency Department Database Project (NCEDD) This Memorandum represents a voluntary commitment on the part of [name of organization] to join other organizations with the goal of improving the practice of emergency medicine in North Carolina through the electronic collection and analysis of data from emergency department visits. This memorandum remains in effect from the date first signed until the termination of the project or until the participating organization withdraws from participation and all obligations to the project are fulfilled. The State Office of Public Health Preparedness and Response, in the Bioterrorism Branch of the Epidemiology Section of the Division of Public Health in the NC Department of Health and Human Services (DHHS), is funding the current expansion of NCEDD with CDC funds earmarked for public health preparedness and response for bioterrorism, focus area B, Surveillance and Epidemiology Capacity. DHHS is contracting with the UNC Department of Emergency Medicine (UNC EM) to manage and conduct the project. Funds from this office will be used to pay for project personnel and management, additional hardware, software licenses and maintenance, technical implementation, office space and travel and meeting services. A requirement of the NCEDD project is the establishment of procedures and mechanisms to safeguard the confidentiality of the information collected to protect the privacy of individuals and the business interests of the participating organizations. An Advisory Committee made up of individuals designated by each participating organization to represent their interests will be established as a key component of this effort. This committee will establish its own methods of operation including the designation of a chair or co-chairs and will participate in the preparation of reports for the project. A web site for the project team and participants will be maintained and updated regularly. The site will disseminate project information including, major goals and objectives, team responsibilities, deliverables, status reports, news, contact information and frequently asked questions. NCEDD will also maintain a project list serve. Biweekly newsletters will be sent to the list serve to update members on recent tasks and milestones accomplished, upcoming deliverables, and issues. Each party to this memorandum must agree to abide by the guidelines and procedures set forth in the attached documents and to participate fully in the Advisory Committee set up to monitor and adjust the procedures and practices as is appropriate to maintain the integrity and trust of the project. It is intended that parties to this agreement will benefit from active participation in the project as outlined in the project description and that decisions that affect organizations will be made only after clear consensus of the Advisory Committee is obtained.

Agreed to: [Name of Participating Organization]

By: _____
(signature)

Authorized Individual & Title: [Insert Name and Title]

Date:

[List of attached documents]

Source: North Carolina Emergency Department Database (NCEDD) <http://www.ncedd.org/index.html> Click 'For Hospitals' then 'Data Use Agreement'

*45 CFR 164.514(e) Page 1 of 4

Data Use Agreement for Limited Data Set*

This Data Use Agreement for a Limited Data Set ("DUA") is effective on the ____ day of _____, 20__, ("Effective Date") by and between

(Hospital or Health System, aka "Covered Entity"), a _____
corporation located at _____,
and

(NC DHHS and its agent NCEDD, aka "Recipient"), a _____ corporation
located at _____; collectively, the
"Parties".

The Covered Entity is a COVERED ENTITY as defined in the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"); and the Covered Entity is providing Recipient with a Limited Data Set of Protected Health Information ("PHI") as defined in HIPAA 45 Code of Federal Regulations (CFR) § 154.514(e)(2); so that the Recipient is a "LIMITED DATA SET RECIPIENT" as defined in HIPAA; The Parties agree to the provisions of this DUA in order to address the requirements of HIPAA and to protect the interest of both Parties.

1. **DEFINITIONS.** Except as otherwise defined herein, any and all capitalized terms in this DUA shall have the definitions set forth in HIPAA. In the event of any inconsistency between the provisions of this DUA and mandatory provisions of HIPAA, as amended, the HIPAA definition shall control. Where provisions of this DUA are different from those provided in HIPAA, but are permitted by HIPAA, the provisions of this DUA shall control.
2. **COLLECTION AND USE OR DISCLOSURE.** Recipient shall have the right to collect and use all PHI provided to it by the Covered Entity for the Research, Public Health or Health Care Operations purposes as listed below:

A. The data collection and identifier conversion will occur in the following steps:

A1. The Covered Entity will designate a computer workstation, called a Transfer Workstation. This Transfer Workstation is designated to receive data files from the Covered Entity and ready the file for transport to the Recipient. The workstation does not access any Covered Entity data files other than those placed in the folder. The Transfer Workstation is owned by the Covered Entity. The Covered Entity will install some minimal software upon the Transfer Workstation at the request of the Recipient. This software is designed to irrevocably convert the patient identifier and visit identifier to unique Recipient identifiers. Once the identifiers are converted, the software *45 CFR 164.514(e) Page 2 of 4 will also encrypt the data file and assist in the transport of the file to the Recipient's servers.

The installed software will consist of:

- Programs written by Recipient staff and available free of charge to the Covered Entity. The Covered Entity will return these programs to the Recipient if the participation agreement terminates, and
- Programs freely available for download from the Microsoft developer's website, and
- Programs pre-installed on a Microsoft Windows workstation prior to its shipping from the manufacturer, and
- Programs for which a license has been purchased by the Recipient. As part of this purchase, the Recipient may install and use this software on a Covered Entity's workstation. The Covered Entity will return these programs to the Recipient if the participation agreement terminates. Use of this software by the Covered Entity does not affect data ownership. The Covered Entity retains ownership of all raw data processed by this software.

A2. The Recipient will assist the Covered Entity in preparing a file containing data elements specified in the "NCEDD Data Elements" list.

A3. The Covered Entity will daily move the file to a folder on the Transfer Workstation.

A4. At a specified time each day, the software, already installed on the Transfer Workstation, will process the data file and irrevocably convert the patient identifier and visit identifier to unique Recipient identifiers. Once the identifiers are converted, the software will encrypt the data file and assist in the transport of the file to the Recipient's servers. This data processing will occur as a pre-set, automated process. This automated processing will be set-up jointly between Recipient and Covered Entity staff. This automated processing work will be done as part of the Covered Entity's initial participation with, and implementation of, the Recipient's project. The conversion of identifiers will happen before the collection of data elements leaves the Covered Entity's network. After identifier conversion, the Recipient's limited data set will be created. Only the limited data set will leave the Covered Entity's network and be received by the Recipient. *45 CFR 164.514(e) Page 3 of 4

B. The Division of Public Health, within the North Carolina Dept. of Health and Human Services, may use the limited data set for public health surveillance and investigation, including outbreak response.

C. Data which specifically identifies the Covered Entity will be accessible by the Covered Entity or its designees only. Covered entities may use their data as allowed under HIPAA. Possible uses include:

- Clinical audit
- Benchmarking
- Health care operations assessment and research
- Outcomes research
- Longitudinal analyses
- Needs assessment, planning, and commissioning ED services

D. Covered entities will view only their data and data aggregated from all Covered Entity participants. Individual Covered entities will not be identifiable within the aggregate data. See the column entitled “Available to authorized users (in aggregate form)” in the attached “NCEDD Data Elements” list for aggregated data elements. This aggregated data is deidentified data as specified under HIPAA. A Covered Entity may not attempt to re-identify an individual or another Covered Entity through use of the data.

E. The Recipient requires IRB approval or waiver for any research projects using the data. Researchers will contact the IRB of their educational institution. Upon written notice the researcher has received IRB approval or waiver, the Recipient’s advisory committee will review the request. Note that upon joining the Recipient’s project, each participating Covered Entity can place one member upon the Recipient’s advisory committee. If the Recipient’s advisory committee agrees with the decision of the IRB, the researchers will sign a data use agreement with the NC DHHS. Once the agreement is signed by both parties, the Recipient will make available a limited data set to the researcher. Possible uses include:

- Health care operations research
- Outcomes research
- Epidemiologic analyses and studies
- Longitudinal analyses
- Public health and bioterrorism surveillance

3. **RESTRICTIONS ON USE.** Recipient agrees that it, and any employees, agents and subcontractors to whom it discloses the PHI, will not use or further disclose the PHI other than as permitted by this DUA, or as otherwise required *45 CFR 164.514(e) Page 4 of 4 by law or regulation. Recipient shall use appropriate safeguards to protect the PHI from misuse or inappropriate disclosure and to prevent any use or disclosure of the PHI other than as provided in this DUA or as otherwise required by law or regulation. Recipient shall not attempt to identify the individuals to whom the PHI pertains, or attempt to contact such individuals.
4. **REPORTING.** Recipient shall report to Covered Entity any use or disclosure of the PHI not provided for in this DUA of which Recipient becomes aware. Recipient will take reasonable steps to limit any further such use or disclosure.
5. **TERMINATION.** This Agreement shall be effective on the Effective Date set forth above and shall continue as long as Recipient retains the data, unless otherwise terminated by applicable law or regulation. Recipient may terminate this Agreement by returning or destroying the PHI and providing written notice to the Covered Entity. Should Recipient commit a material breach of this Agreement, which is not cured within thirty (30) days after Recipient receives notice of such breach from the Covered Entity, then the Covered Entity will discontinue disclosure of PHI and will report the breach to the Secretary, Department of Health and Human Services.

Date

For Covered Entity

Printed Name and Title Printed

Date

For Recipient

Name and Title

EXAMPLE 6

May 27, 2003

Dear Colleague:

It has come to my attention that there are questions on the part of some health care providers regarding the impact of the Health Insurance Portability and Accountability Act (HIPAA) on the public health activities routinely conducted by the New York City Department of Health and Mental Hygiene (NYC DOHMH). Please note that HIPAA regulations do not affect the legal requirements in the New York City Health Code for reporting of notifiable diseases and providing access to medical records, when needed as part of a public health investigation.

On August 14, 2002, the United States Department of Health and Human Services (HHS) published final HIPAA Privacy regulations. Most providers covered by HIPAA's Privacy regulations (e.g., hospitals) were required to comply with these regulations as of April 14, 2003.

In enacting HIPAA, Congress was very clear in its intent that this legislation not impede public health practice [42 USCA Section 1320d-7(b)]. HHS similarly recognized the importance of continuing to authorize the sharing of protected health information for public health purposes. The federal regulations authorize "covered entities" (e.g., hospitals, physicians) to disclose protected health information without an individual's authorization or the opportunity for the individual to agree or object, to a public health authority, "...authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions..." [45 CFR Section 164.512(b)(1)(i)].

Furthermore, the privacy regulations authorize providers to disclose protected health information without an individual's authorization or the opportunity for the individual to agree or object when disclosure is required by law [45 CFR Section 164.512(a)]. The New York City Health Code, the New York State Sanitary Code, effective in New York City, and the New York State Public Health Law authorize and in fact require the reporting of numerous diseases or conditions (for example, communicable diseases such as SARS, immunizations administered to a child under the age of 7, and HIV/AIDS [See Health Code Sections 11.03 and 11.04, 10 NYCRR Section 2.10 and Public Health Law Section 2130]).

In addition to the information you are routinely required to report to us, there may be instances when this Department may request information necessary for a public health activity. As you may be aware, the Privacy regulations, with limited exceptions, require covered entities to limit the amount of information disclosed to the minimum necessary to accomplish the intended purpose. Disclosing the minimum necessary is not applicable to disclosures required by law [45 CFR Section 164.502(b)(2)(v)]. As per the Privacy regulations, when we request information as authorized by law, the covered entity may rely on our representation that the information we request is the minimum amount of information necessary to carry out the authorized public health activity [45 CFR Section 164.514(d)(3)(iii)].

We ask that you convey this information to all levels of office staff to ensure compliance and cooperation. This includes providing access to paper and electronic medical records as necessary. Failure to report information to NYC DOHMH, as required by law, would be a violation of the public health laws outlined above and may result in you or your institution being subjected to legal sanctions.

NYC DOHMH is legally mandated to ensure the confidentiality of all information received from providers, and continues to attach the highest level of confidentiality to reported information. The health care provider community is an essential partner in our efforts to better protect the health of New York City residents. We look forward to your continued cooperation.

If you have any questions, please contact NYC DOHMH HIPAA Privacy Officer at X

Sincerely,

Thomas R. Frieden, M.D., M.P.H.
Commissioner